

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is made and entered into as of the 23 day of June, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY TOURIST AND CONVENTION COMMISSION**, the tourist and convention commission for Fayette County created pursuant to KRS 91A.350 and Section 2-170 of the Code of Ordinances, Lexington-Fayette Urban County Government, with its primary office located at 250 West Main Street, Suite 2100, Lexington, Kentucky 40507 (hereinafter "VisitLEX") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Lexington").

W I T N E S S E T H:

WHEREAS, Lexington, Kentucky, will be hosting the 70th annual Southern Legislative Conference from July 9 -13, 2016; and

WHEREAS, this event also includes a reception and dinner on July 8, 2016; and

WHEREAS, VisitLEX will play a vital role in managing and coordinating this event, which will be beneficial to Lexington and its citizens; and

WHEREAS, VisitLEX has also agreed to host the reception and dinner.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. VisitLEX agrees to provide the following services related to the Reception and Dinner for the Southern Legislative Conference scheduled for July 8, 2016 (the "Reception"): (1) management and oversight of the Reception; (2) retention of the venue and payment for such use; and (3) retention of catering or related food and beverage services and any other ancillary related services and payment for the same.

2. That in return for the above services Lexington shall reimburse VisitLEX, upon the provision of sufficient documentation, however, in no event shall Lexington be required to pay VisitLEX more than a total of \$35,000 related to the Reception and the services provided hereunder.

3. VisitLEX shall perform (or ensure that) all duties and services included herein are performed faithfully and satisfactorily at the time, place and for the duration prescribed herein. VisitLEX shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this MOA, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Lexington, its officers, agents and employees against any claim or liability arising from and based on VisitLEX's violation of any such laws, ordinances or regulations.

4. VisitLEX shall keep and make available to Lexington any records related to this MOA such as are necessary to support its performance of this MOA. Books of accounts shall be kept by the VisitLEX and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of VisitLEX related to this MOA and shall be made available to Lexington upon request.

5. VisitLEX shall allow Lexington any necessary reasonable access to monitor its performance under this MOA.

6. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

7. VisitLEX shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any agency receiving funds provided pursuant to this MOA to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

8. Neither party may assign any of its rights and duties under this MOA without the prior written consent of the other party.

9. This MOA does not create a contractual relationship with or right of action in favor of a third party against either VisitLEX or Lexington.

10. If any term or provision of this MOA shall be found to be illegal or unenforceable, this MOA shall remain in full force and such term or provision shall be deemed stricken.

11. This MOA shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

12. By mutual agreement, the parties to this MOA may, from time to time, make written changes to any provision hereof. VisitLEX acknowledges that Lexington may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

13. This MOA shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This MOA shall replace any previous agreement between the parties on the same subject matter.

14. The waiver by either party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this MOA.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

